

**Multi Regional Purchasing Cooperative  
Education Service Center Region XI  
Inter-local Agreement**

**With**

**DENTON ISD**

This Interlocal Agreement (“Agreement”) is made by and between **EDUCATION SERVICE CENTER REGION XI (“Regional ESC”)** and **DENTON ISD (“Member School”)**, (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

**WHEREAS**, Texas Education Code § 8.002(a) directs regional education service centers to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations; and

**WHEREAS**, Regions 9, 11, 14 & 15 have established a cooperative purchasing program, Multi Regional Purchasing Cooperative (“MRPC”); and

**WHEREAS**, The Parties wish to enter into this Agreement to provide school districts with greater efficiency and economy in acquiring goods and services; and

**WHEREAS**, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

**AGREEMENT**

**I.**

**TERM OF AGREEMENT**

**A. Term**

This Agreement is effective as of January 1, 2009 and shall be renewed annually unless either party gives sixty (60) days prior written notice of non-renewal.

**B. Termination**

1. A Party may terminate this Agreement at any time (except during the period of bid publication, bid award, and order processing in the case of the combined purchasing portion of this contract) by giving the other Party sixty (60) days written notice.

2. In the event of a breach of this Agreement, a Party may terminate this Agreement at any time after providing the breaching party with written notice of the breach and a thirty (30) day opportunity to cure the breach.

## **II. PURPOSE**

The purpose of this Agreement shall be to obtain substantial savings for participating education service centers and their member schools through volume purchasing. The MRPC's objective shall be to provide participating education service centers and their member schools opportunities for greater efficiency and economy in acquiring goods and services through the use of three (3) purchasing components, including 1) a combined purchasing component for school supplies and materials to be purchased prior to the start of a new school year, 2) a catalog purchasing component for the purchase of school supplies and materials throughout the school year, and 3) a technology catalog purchasing component for the purchase of technology related equipment, including but not limited to hardware and software products and services, throughout the school year. Specifically, the MRPC will:

1. Implement purchasing procedures to insure the most competitive contracts;
2. Provide competitive price solicitation and bulk purchasing for multiple schools that yield economic benefits unobtainable by individual entities;
3. Provide quick and efficient delivery of goods and services by contracting with "high performance" vendors;
4. Equalize purchasing power for smaller entities that are not able to command the best contract for themselves;
5. Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices; and
6. Assist entities in maintaining the essential controls for budget and accounting purposes.

## **III. DUTIES AND RESPONSIBILITIES**

### **A. Region XI Duties and Responsibilities**

1. Provide administrative support for the program.
2. The Regional ESC serves on the MRPC Governing Board which is the decision making body for the MRPC.
3. Provide contact information for assistance in accessing the MRPC services.
4. Provide staff time necessary for efficient operation of the program.
5. Monitor/audit transactions to ensure vendor compliance with scope of contracts;
6. Be responsible for procurement activities, including identifying customer needs through an annual "Needs List", tabulating quantities needed, issuing bids, RFPs, RFQs or other appropriate procurement method approved by Texas law, and selecting vendors.

Activities will occur during the following timeline:

October	Regional ESC sends out Needs List and Agreement form to member schools
November	Member Schools return Needs List and signed Agreement form to Regional ESC
March	Purchase orders (1 copy) and total sheets sent to member schools
April	Purchase orders and total sheets returned from member schools
May	Purchase orders sent to vendors from Regional ESC

7. Provide member schools with procedures for ordering, delivery and billing.
8. Bill each school for the goods and services delivered through the MRPC to member schools.
9. The Regional ESC will act as a mediator between the member schools and vendors but does not assume responsibility or legal liability for product warranties, product qualities, failure to deliver by vendors, or failure of payment to vendors by member schools.

#### **B. Member School Responsibilities**

1. Commit to participate in the program by securing Board approval. Following approval, the Superintendent will sign in the appropriate space below. Please return three (3) copies of the Interlocal Agreement with original signatures to your Regional Education Service Center.
2. Designate a contact person for the cooperative.
3. Complete a "Needs List" within the stated timeline; the list includes anticipated quantities for purchase.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the MRPC. Complete the purchase order(s) within the stated timeline and follow the rule of 10% (the purchases will be no less than 10% of the stated quantity provided by the school in the "Needs List", nor will the purchase be more than 10% of the stated quantity).
5. Return purchase orders to the center for collective forwarding to the vendors.
6. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
7. Issue payment to vendors and Regional ESC for goods and services as outlined in III. C. Payment
8. Secure the Conflict of Interest Questionnaire (CIQ) from Vendors as needed.

#### **C. Payment**

The member school has fiscal responsibilities to both the selected vendors to whom they issue purchase orders and the Regional ESC.

1. Vendors – The member school will issue payment to all selected vendors upon/after receipt of merchandise but in no case later than August 31<sup>st</sup> of each school fiscal year for the received merchandise.
2. Regional ESC – The member school will issue payment to the Regional ESC in the amount of three (3) percent of the total items purchased through the combined purchasing component. If a district is only participating in the catalog purchasing component and/or the technology catalog purchasing component, the fee will be \$100.00 per catalog component.

#### **D. Annual Review**

The Regional ESC will annually appoint an Advisory Committee from the MRPC membership in its region which will meet at least once annually to evaluate the performance of the MRPC, including the products and the vendors. If the performance fails to meet the stated expectations of the Advisory Committee, the Parties will make a good faith effort to reach a mutually agreeable solution. In the event that the parties cannot reach a mutually agreeable solution they may terminate this Agreement as provided in Section I. B. above.

**IV.**  
**MISCELLANEOUS PROVISIONS**

**A. Liability**

No Party assumes the liability for the systems under control of the other Party or for the actions of the employees of the other Party.

**B. Immunity as a Defense**

No party to this Agreement has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.

**C. Notices**

Notices under this Agreement shall be in writing and delivered to the other Party at the following respective addresses:

**REGION XI:** Education Service Center Region XI  
3001 North Freeway  
Fort Worth, Texas 76106-6596  
Attn: Loretta Streif

**MEMBER SCHOOL:**  DENTON ISD   
Address  1213 NORTH LOCUST   
 DENTON, TEXAS 76201   
Attn:  KATHY ARRINGTON

**D. Relationship**

The relationship between the Parties is that of Independent Contractors. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between ESC Region XI and the member school, or any employee or agent of the ESC. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between the member school and any employee or agent of the Regional ESC. This Agreement does not create a joint venture, business partnership or Agency relationship between the Parties.

**Neither Party has the authority to bind the other in any manner.**

**E. Assignment**

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

**F. Severability**

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

**G. Agreement**

This Agreement represents the entire Agreement between the parties and may not be modified, terminated or discharged except in writing and signed by all Parties.

**H. Warranty**

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties as following:

**MEMBER SCHOOL :**

    **DENTON ISD**      
School Name

    **061-901**      
County/Dist #

\_\_\_\_\_  
Dr. Ray Braswell, Superintendent Signature (blue ink)

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Date of Signature

**EDUCATION SERVICE CENTER REGION XI**

**220-950**

\_\_\_\_\_  
Richard Ownby, Executive Director Signature

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Date of Signature

**REGION 9 EDUCATION SERVICE CENTER**

**243-950**

\_\_\_\_\_  
Anne C. Poplin, Executive Director Signature

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Date of Signature